

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VOLUMECOCOMO APPAREL,
INC., a California corporation,

Plaintiff,

vs.

ROSS STORES, INC., a Delaware
corporation; UNO CLOTHING, INC.,
a California corporation; CREW
KNITWEAR, INC., a California
corporation; INBS, INC., a New York
corporation; JADE TEXTILE, INC., a
California corporation; U.S. TEXTILE
PRINTING INC., a California
corporation; MCKENZIE & OKRA
FABRIC, INC., a California
corporation; and DOES 1 through 10,

Defendants,

Case No.: CV11-01773 GW (PJWx)

STIPULATED PROTECTIVE ORDER

GOOD CAUSE STATEMENT

This matter arises from Plaintiff's claims against Defendants for alleged infringement of copyrights in and to certain graphic design patterns which the Plaintiff claims to hold.

The discovery and pretrial phase of this action will involve the disclosure of the parties' respective trade secrets and other confidential and proprietary business

1 and financial information. Such information will likely take the form of such things
 2 as, strategic corporate plans, financial statements, vendor lists, customer lists,
 3 customer and vendor profiles, pricing information, board of director meeting
 4 minutes, software code and mathematical formulas, designs that have not been made
 5 public, process and cost structure, profits earned from selling individual items, and
 6 personnel records.

7 All of the parties hereto conduct business in the garment design,
 8 manufacturing and/or sales industry. This is a highly competitive industry. The
 9 unauthorized disclosure of any of the aforementioned information would
 10 substantially harm and prejudice the legitimate commercial or privacy interests of
 11 the party whose confidential information was disclosed. For instance, making
 12 public the price that a particular party paid a particular vendor for a particular item,
 13 might affect the way that third parties deal with that party or vendor in the future.
 14 Accordingly, good cause exists for the Court's entry of the parties' Stipulated
 15 Protective Order. *See, Foltz v. State Farm Mutual Auto Insurance Company*, 331
 16 F.3d 1122 (9th Cir. 2003); *Phillips v. General Motors Corporation*, 307 F.3d 1206
 17 (9th Cir. 2002).

18 For all of the reasons stated above, and pursuant to Federal Rules of Civil
 19 Procedure ("FRCP"), Rule 26(c) and the stipulation of the parties:

20 **IT IS HEREBY ORDERED** as follows:

21 **1. Definition of Confidential Information.** "Confidential Information" is
 22 information that has not been made public, and which has been designated as
 23 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY as set forth
 24 below.

25 Information designated as "CONFIDENTIAL" includes, but is not limited to,
 26 board of director meeting minutes, business plans, financial statements, vendor lists,
 27 customer lists, customer and vendor profiles, pricing and marketing information,
 28 software code and mathematical formulas, designs that have not been made public,

1 and other non-public business information.

2 Information designated as "CONFIDENTIAL – ATTORNEYS EYES
3 ONLY" means the most sensitive information of each party to this action which
4 concerns each party's strategy, process and cost structure, and profits earned from
5 selling individual items, provided that it is non-public, private, maintained in
6 confidence and intended for or restricted to use by only one of the parties to this
7 action, including its attorneys, employees and agents.

8 **2. Scope.** This Protective Order shall govern discovery in this action and
9 shall be applicable to all information provided, produced or obtained, whether
10 formally or informally, in the course of discovery in this action, including, without
11 limitation, information provided, produced or obtained in or through any deposition,
12 response to interrogatories, response to a request for admission, and any document
13 or thing provided or made available for inspection and/or copying (collectively
14 "document, thing or testimony"). As used herein, the term "document" shall include
15 all forms of information delineated in FRCP 34(a).

16 **3. Confidential Information.** Any person, whether an individual or an
17 entity, whether a party or a nonparty, and whether acting on its own or through
18 counsel, that is participating in discovery in this action may designate any
19 document, thing or testimony as CONFIDENTIAL or CONFIDENTIAL –
20 ATTORNEYS EYES ONLY at or prior to the time the material or information is
21 produced or disclosed so long as such person has a good faith, reasonable belief that
22 such document, thing or testimony contains or discloses, respectively, information
23 justifying a designation of CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS
24 EYES ONLY (as stated in paragraph 1). The parties to this Order, including anyone
25 who agrees to be bound by the Order, agree to designate information as
26 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY on a good
27 faith basis and not for purposes of harassing the receiving party or for purposes of
28 unnecessarily restricting the receiving party's access to information concerning the

lawsuit.

4. The Court. This action is currently pending in U.S. District Court for the Central District of California (“the Court”).

5. Procedure for Designating Documents. Any person desiring to subject the information contained or disclosed in any document (including, without limitation, any document responsive to a Rule 34 request or to a Rule 45 subpoena, and any responses to interrogatories or to requests for admission) delivered to or served on any party to the confidentiality provisions of this Protective Order must designate such document as Confidential Information in the manner provided herein at or prior to the time of disclosure, unless the parties agree to an alternative procedure. Any document delivered to or served on any party may be designated as Confidential Information by affixing either the legend “CONFIDENTIAL” or the legend “CONFIDENTIAL – ATTORNEYS EYES ONLY” to every page of the document. All correspondence, legal memoranda, motion papers, pleadings and other written material which quote or refer to the substance of any Confidential Information shall also be treated as such in accordance with the provisions of this Protective Order, and the portion of such documents containing, quoting or referring to the substance of any Confidential Information shall be marked in accordance with this paragraph.

6. Procedure for Designating Physical Specimens or Non-Written Material. A physical specimen or thing containing Confidential Information shall be designated as such by marking or tagging such physical specimen or thing with a legend including either the legend “CONFIDENTIAL” or the legend “CONFIDENTIAL – ATTORNEYS EYES ONLY.” Likewise, Confidential Non-Written Material, such as electronic media, software, or source code, shall be designated as such by marking or tagging the disc or physical medium containing the material.

7. Procedure for Designating Inspections. If a person believes that

1 inspection or photographing of that person's processes, products, equipment,
2 premises or other property pursuant to FRCP 34 will reveal or disclose information
3 that is in good faith deemed Confidential Information, that person shall advise in
4 advance the party or parties seeking such discovery that the inspection or
5 photographing will be permitted only on a confidential basis, and that the material
6 discovered, and any information derived from that material, shall be treated as
7 CONFIDENTIAL or "CONFIDENTIAL – ATTORNEYS EYES ONLY." If the
8 person providing the discovery fails to advise in advance the party or parties seeking
9 discovery that any inspection or photographing will be permitted only on a
10 confidential basis, any confidentiality is waived unless otherwise stipulated or
11 ordered.

12 **8. Inadvertent Failure to Designate.** If a party, through inadvertence,
13 produces any Confidential Information without labeling or marking or otherwise
14 designating it as such in accordance with the provisions of this Protective Order, the
15 designating party may give written notice to the receiving party that the document or
16 thing produced is deemed Confidential Information, and should be treated as such in
17 accordance with the provisions of this Protective Order. The receiving party must
18 treat such documents and things as Confidential Information from the date such
19 notice is received. Disclosure, prior to the receipt of such notice, of such
20 Confidential Information to persons not authorized to receive Confidential
21 Information shall not be deemed a violation of this Protective Order; provided,
22 however, that the party making such disclosure shall notify the other party in writing
23 of all such unauthorized persons to whom such disclosure was made and shall use
24 best efforts to secure the return of all such Confidential Information disclosed. The
25 inadvertent disclosure of Confidential Information by a producing party without
26 designation at the time of disclosure shall not be treated as a waiver of the
27 confidentiality of the subject matter.

28 **9. Procedure for Designating Deposition Testimony.** Deposition testimony

1 may be designated, in whole or in part, as Confidential Information by oral
2 designation on the record, in which case the person making the designation shall
3 instruct the Court Reporter to separately bind the portions of the deposition
4 transcript that have been designated CONFIDENTIAL or “CONFIDENTIAL –
5 ATTORNEYS EYES ONLY”, and stamp or write the designation, as appropriate,
6 on each page. Additionally, each party shall have an opportunity after receipt of the
7 transcript of any deposition within which to notify the other party in writing of the
8 portions of the transcript that it wishes to designate as Confidential Information.
9 Specifically, each party shall have five (5) days after receipt of the transcript of any
10 deposition (as certified by the Court Reporter) within which to notify the other party
11 in writing of the portions of the transcript that it wishes to designate as
12 CONFIDENTIAL – ATTORNEYS EYES ONLY. Each party shall have twenty
13 (20) days after receipt of the transcript of any deposition (as certified by the Court
14 Reporter) within which to notify the other party in writing of the portions of the
15 transcript that it wishes to designate as CONFIDENTIAL. Prior to the expiration of
16 such five (5) and twenty (20) day periods, all information disclosed during a
17 deposition shall be treated as though designated CONFIDENTIAL – ATTORNEYS
18 EYES ONLY or CONFIDENTIAL, respectively, unless otherwise agreed by the
19 parties and the witness, or ordered by the Court. Upon being informed that certain
20 portions of a deposition are designated CONFIDENTIAL or ATTORNEYS’ EYES
21 ONLY, each party must cause each copy in their custody or control to be so marked
22 immediately.

23 **10. Restrictions on Use and Disclosure of Confidential Information.** All
24 Confidential Information obtained on behalf of a party from any person through
25 discovery in this proceeding, and any summaries, abstracts, or indices thereof, shall
26 be used by the persons who receive such information (“Recipients”) solely for the
27 preparation and trial of this proceeding through appeal and for no other purpose
28 whatsoever. Unless otherwise authorized by the designating person ordered by the

1 Court, Recipients shall not make Confidential Information public, shall not use
 2 Confidential Information in any civil action or other proceeding or in any other way,
 3 and shall not disclose or divulge Confidential Information to anyone except as
 4 permitted in this Protective Order.

5 **11. Permitted Disclosure of Confidential Information.** Information
 6 Designated CONFIDENTIAL. Except as otherwise provided by this Protective
 7 Order, information designated as CONFIDENTIAL may be disclosed only to:

- 8 i. Outside counsel of record for the parties in this action,
 9 and other attorneys, clerical, paralegal and other staff employed
 10 by such outside counsel;
- 11 ii. Independent consultants, investigators, or experts
 12 retained by a party for the prosecution or defense of this action,
 13 provided that they agree in advance to be bound by the terms of
 14 this Stipulated Protective Order and sign the Agreement to Be
 15 Bound by Stipulated Protective Order (Agreement) in the form
 16 of Exhibit 1 attached hereto. If any consultant, investigator or
 17 expert retained by a party is a current or former employee,
 18 officer, director or owner of an entity that competes with any of
 19 the parties to this Stipulation, or if the retaining party has any
 20 reason to believe that the retained person intends to become an
 21 employee, officer, director or owner of or intends to disclose
 22 Confidential Information to an entity that competes with any of
 23 the parties to this Stipulation the party retaining that person,
 24 before disclosing any Confidential Information to that individual,
 25 shall notify the opposing party of the identity of the proposed
 26 recipient and provide sufficient information to enable the
 27 producing party to determine whether or not to object to such
 28 disclosure. The opposing party shall have three (3) days from

1 such notice in which to object to such disclosure and ten (10)
 2 days from such notice to move for a protective order preventing
 3 or limiting such disclosure if the parties are unable to reach an
 4 agreement after such objection. If a motion for a protective order
 5 is filed, the party that retained the person may not disclose any
 6 Confidential Information to that person until the motion is
 7 resolved. With regard to this category of person, it is the
 8 responsibility of the retaining party to timely determine whether
 9 notice to the producing party is required under this paragraph.
 10 Except as provided herein, the Federal Rules of Civil Procedure
 11 and the Court's Local Rules shall govern the discovery of experts
 12 and nothing herein shall expand those rights of discovery.

13 iii. Such officers, directors, or employees of the parties who
 14 are actively assisting such parties in the prosecution or defense of
 15 this action, and for no other purpose;

16 iv. The Court and court personnel;

17 v. Any other person as to whom the producing party agrees
 18 in writing and provided that they agree in advance to be bound
 19 by the terms of this Stipulated Protective Order and sign the
 20 Agreement to Be Bound by Stipulated Protective Order
 21 (Agreement) in the form of Exhibit 1 attached hereto.;

22 vi. With respect to any particular document designated as
 23 Confidential Information, any person who is named on the face
 24 of such document as having been its author or one of its
 25 recipients, or who appears from other documents or testimony to
 26 have been a recipient of such document, provided that each such
 27 person signs the Agreement to Be Bound by Stipulated
 28 Protective Order (Agreement) in the form of Exhibit 1 attached

hereto;

vii. Any stenographer or court reporter present in his or her official capacity at any hearing, deposition, or other proceeding in this case.

Except with the prior written consent of the producing party or parties, or upon prior order of this Court obtained on noticed motion, CONFIDENTIAL – ATTORNEYS EYES ONLY material and/or information shall not be disclosed in this action to any person other than those listed in subparagraphs 11(i), (ii), (iv), (v), (vi), and (vii). Prior to access to such documents, all such persons, except the persons listed in subparagraphs 11(iv) and (vii), shall be advised of and shall agree to become subject to the provisions of this Stipulation and Protective Order by signing the Agreement to Be Bound by Stipulated Protective Order (Agreement) in the form of Exhibit 1 attached hereto. Counsel for each party shall retain for the duration of this matter all such Agreements that that counsel has caused to be signed, which shall not be disclosed to other parties or counsel except as provided herein, or by order of the Court. All such Agreements shall be disposed of pursuant to paragraph 24 at the conclusion of this matter.

12. Court Procedures Regarding Filing Under Seal. To the extent that the parties intend that any pleading, paper or other document filed with the Court contains, reflects, incorporates, or otherwise refers to CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY material, such papers shall be accompanied by an application to file said pleading(s), paper(s) or other document(s), or the confidential portion(s) thereof, under seal, pursuant to Central District Local Rule 79-5.1.

Pending the ruling on the parties' aforesaid application, such pleading(s), paper(s), or other document(s), or those portions thereof which are subject to the sealing application shall be lodged under seal.

1 **13. Designation Not Conclusive.** The designation of any document, thing
2 or testimony as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES
3 ONLY is intended solely to facilitate preparation for trial, and the treatment of any
4 document, thing or testimony designated as such shall not be construed as an
5 admission or an agreement that the designated document, thing or testimony
6 contains or discloses any Confidential Information as defined herein or any trade
7 secret or other confidential information in contemplation of law. No person shall be
8 obligated to challenge the propriety of any such designation, and any failure to do so
9 shall not preclude a subsequent attack on the propriety of any designation of
10 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY. In any
11 motion brought to challenge or sustain a designation as CONFIDENTIAL or
12 CONFIDENTIAL – ATTORNEYS EYES ONLY, the burden of establishing the
13 confidentiality of documents, things or testimony shall be on the party asserting that
14 the designation should be CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS
15 EYES ONLY.

16 **14. Court Ordered Access.** If this Court orders that access to or
17 dissemination of information that has been designated CONFIDENTIAL or
18 CONFIDENTIAL – ATTORNEYS EYES ONLY shall be made to persons not
19 included in Paragraph 11 above, such matters shall only be accessible to, or
20 disseminated to, such persons based upon the conditions pertaining to, and the
21 obligations arising from, this Order, and such persons shall be considered subject to
22 it. To the extent practicable, such persons shall execute the Agreement attached
23 hereto as Exhibit 1.

24 **15. Inadvertent Disclosure.** If information that has been designated as
25 Confidential Information is disclosed to any person other than in the manner
26 authorized by this Stipulated Protective Order, the person responsible for the
27 disclosure must immediately bring all pertinent facts relating to such disclosure to
28 the attention of counsel for all parties and, without prejudice to other rights and

remedies of any party, make every effort to prevent further disclosure by it or by the person who was the recipient of such information. The party responsible for the unauthorized disclosure shall also exert best efforts to reacquire any Confidential Information from the unauthorized recipient and obtain the signature of the unauthorized recipient on the Agreement attached hereto as Exhibit 1.

16. Documents Derived From Confidential Information. This Order shall also apply to all pleadings, discovery papers, briefs, summaries, notes, abstracts, or other instruments which comprise, embody, summarize, discuss, or quote from any documents produced in the litigation, or deposition testimony transcripts or any other material, designated CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY, including memoranda or work product prepared by counsel, their staff, or authorized outside consultants or experts which contain information that has been designated CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY.

17. Procedure for Other Recipients. If it becomes necessary for counsel for a party receiving Confidential Information to seek the assistance of any person other than those specified in Paragraph 11 above, the following procedures shall be employed:

- a. Counsel for the receiving party shall notify, in writing, counsel for the producing party of their desire to disclose such information that has been designated as Confidential Information and shall identify the person(s) to whom they intend to make such disclosure, sufficient for the producing party to determine whether or not to object;
- b. If no objection to such disclosure is made by counsel for the producing party within ten (10) days of such notification, counsel for the receiving party shall be free to make such disclosure to the designated person(s); provided, however, that counsel for the

1 receiving party shall serve upon opposing counsel, prior to
 2 disclosure, an Agreement in the form set forth in Exhibit 1
 3 attached hereto, whereby such person agrees to comply with and
 4 be bound by this Stipulated Protective Order;

- 5 c. If the producing party objects to such disclosure, no disclosure
 6 shall be made. Any party may bring before the Court the question
 7 of whether the particular information that has been designated as
 8 Confidential Information can be disclosed to the designated
 9 person(s) and the party requesting such disclosure shall have the
 10 burden of establishing before the Court the necessity for such
 11 disclosure.

12 **18. Relief Available.** In the event of a dispute with respect to the
 13 designation of any discovery material as Confidential Information, any party hereto
 14 may challenge the designation of any document, thing or testimony as Confidential
 15 Information. In any such dispute, the parties shall strictly comply with Central
 16 District Local Rule 37.

17 **19. Judicial Review.** Nothing in this Order shall affect the admissibility
 18 into evidence of information that has been designated as Confidential Information or
 19 shall abridge the rights of any person to seek judicial review or to pursue other
 20 appropriate judicial action with respect to any ruling made by the Court concerning
 21 the issues of the status of documents containing Confidential Information.
 22 Agreement to this Order is without prejudice to any party seeking an Order from this
 23 Court imposing further restrictions on the dissemination of highly confidential
 24 documents, or seeking to rescind, modify, alter or amend this Order with respect to
 25 specific documents.

26 **20. Challenge to Designation.** Notwithstanding the designation as
 27 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY of any
 28 testimony, evidence, and other matters, as provided above, and notwithstanding the

1 protection of documents as provided above, said documents, testimony, evidence
 2 and matters shall not, in fact be deemed confidential and shall not be subject to this
 3 Order, if the content and/or substance thereof:

- 4 a. is, at the time of disclosure, in the public domain by publication or
 5 otherwise;
- 6 b. becomes at any time, through no act or failure to act on the part of
 7 the recipient party, part of the public domain by publication or
 8 otherwise;
- 9 c. is already in the possession of a party at the time of disclosure by
 10 the other party and was not acquired directly or indirectly from the
 11 disclosing party; or
- 12 d. is made available to a party by a third party who obtained the same
 13 by legal means and without any obligation of confidence to the
 14 party claiming its confidential nature.

15 In the event that any such documents, testimony, evidence or other matters
 16 are marked CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY
 17 contrary to the terms of this paragraph, such designation shall be honored by the
 18 parties until reviewed by this Court in accordance with the provisions of paragraph
 19 18 of this Order.

20 **21. Request for Information.** In the event that any person in receipt of
 21 information that has been designated as Confidential Information shall receive a
 22 written request, subpoena, or court order seeking disclosure of another party's
 23 information that has been designated as Confidential Information, such person shall
 24 promptly notify counsel for the producing party of the request, subpoena, or court
 25 order and shall provide a copy of the same to counsel.

26 **22. Information From Non-Parties.** In the event any documents,
 27 information and/or deposition testimony are obtained from any person not a party to
 28 this litigation, such person shall have the same rights to designate any such

1 documents or deposition testimony as Confidential Information, as a party would
2 have, and the use of such documents or deposition testimony by the parties shall be
3 governed in all respects by this Order, PROVIDED that such nonparty agrees to be
4 bound by the terms hereof. The term “party” and “parties” as used herein shall be
5 deemed to include any such nonparties to the extent necessary or appropriate to
6 effectuate the terms of this paragraph.

7 **23. Use of Information.** Nothing herein shall prevent a party from using or
8 disclosing its own documents or information. Nothing herein shall prevent the
9 parties from mutually agreeing to the use or disclosure of information that has been
10 designated as Confidential Information, other than as permitted by this Order.

11 **24. Procedure Upon Termination of Proceeding.** Within thirty (30) days of
12 the final determination of this proceeding, including all appeals, and unless
13 otherwise agreed to in writing by counsel, each party shall either return or destroy
14 all documents and things constituting Confidential Information produced to a
15 receiving party by the designating party and certify in writing that all copies of such
16 documents and things have been destroyed or returned. Notwithstanding the
17 foregoing, the attorneys of record for each party may retain all pleadings, briefs,
18 memoranda, motions, and other documents containing their work product that refer
19 to or incorporate Confidential Information and will continue to be bound by the
20 terms of this Protective Order with respect to all such retained information.

21 **25. Privileged Information.** Nothing contained in this Protective Order
22 shall be construed to require production of Confidential Information that is
23 privileged or otherwise protected from discovery. If a party, through inadvertence,
24 produces a document or information that it believes is immune from discovery
25 pursuant to the attorney-client privilege and/or the work product privilege, such
26 production shall not be deemed a waiver of any privilege, and the producing party
27 may give written notice to the receiving party that the document or information
28 produced is deemed privileged and that return of the document or information is

1 requested. Upon receipt of such written notice, the receiving party shall
2 immediately gather the original and all copies of the document or information of
3 which the receiving party is aware and shall immediately return the original and all
4 such copies to the producing party. The return of the document(s) and/or
5 information to the producing party shall not preclude the receiving party from later
6 moving the Court to compel production of the returned documents and/or
7 information.

8 **26. Continuing Order and Continuing Jurisdiction.** The terms of the
9 Protective Order shall survive the final termination of this proceeding with respect
10 to all Confidential Information that is not or does not become known to the public.
11 The Court shall retain jurisdiction, following termination of this proceeding, to
12 adjudicate all disputes either between the parties hereto or between a party hereto
13 and a third party relating to or arising out of this Protective Order.

14 **27. Custody of Confidential Information.** Documents and things
15 designated as containing Confidential Information and any copies or extracts
16 thereof, shall be retained in the custody of the attorneys of record during the
17 pendency of this proceeding, except as reasonably necessary to provide access to
18 persons authorized under the provisions of this Protective Order.

19 **28. Copying and Reproduction.** Information that has been designated as
20 Confidential Information shall not be copied or reproduced except to the extent that
21 copying or reproduction is reasonably necessary for the conduct of this lawsuit and
22 all such copies or reproductions shall be subject to the terms of this Order.

23 **29. Transmission of Confidential Information.** Nothing in this Protective
24 Order shall prohibit the transmission or communication of Confidential Information
25 by hand delivery; face-to-face conference; in sealed envelopes or containers via the
26 mails or an established freight, delivery or messenger service; or by telephone,

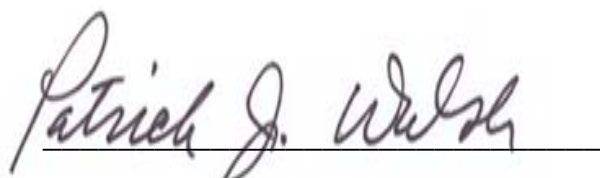
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1 telegram, facsimile or other electronic transmission system if, under the
2 circumstances, there is no reasonable likelihood that the transmission will be
3 intercepted and misused.

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6 It is so ordered:

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8 Dated: December 2, 2011



9 Patrick J. Walsh, U.S. Magistrate Judge
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EXHIBIT 1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VOLUMECOCOMO APPAREL, INC., a
California corporation,

Case No. CV 11-01773 GW (PHWx)

Plaintiff,

vs.

ROSS STORES, INC., a Delaware
corporation; UNO CLOTHING, INC., a
California corporation; CREW
KNITWEAR, INC., a California
corporation; INBS, INC., a New York
corporation; BURLINGTON COAT
FACTORY DIRECT CORPORATION, a
New Jersey corporation; and DOES 1
through 10,

Defendants.

CONFIDENTIALITY MATERIALS RECEIPT AND AGREEMENT

I, _____, state:

1. I reside at _____.

2. My present employer is _____

3. My present occupation or job description is _____.

4. I have received a copy of the Stipulated Protective Order in this
Action dated _____, 2011, and have read and understand its
provisions. As a condition precedent to receiving any CONFIDENTIAL MATERIALS,
as defined in the Protective Order, I agree to abide by all provisions of the
Stipulated Protective Order and to subject myself to the personal jurisdiction of
the United States District Court for the Central District of California with respect
to the application and enforcement of the provisions of the Stipulated Protective

1 Order. I understand that I am obligated, under the Stipulated Protective Order, to
2 hold in confidence and not disclose any CONFIDENTIAL INFORMATION except as
3 permitted by the Stipulated Protective Order.

4 5. I understand that I am to retain all copies of any documents
5 designated as CONFIDENTIAL MATERIALS in a secure manner, and that all copies
6 are to remain in my personal custody until I have completed my assigned duties,
7 whereupon the copies and any writings prepared by me containing any
8 CONFIDENTIAL MATERIALS are to be returned to counsel who provided me with
9 such material.

10 6. I will not divulge to persons other than those specifically authorized
11 by the Stipulated Protective Order, and will not copy or use except solely for the
12 purpose of this Litigation, any information obtained pursuant to the Stipulated
13 Protective Order, except as provided therein. I also agree to notify any secretarial,
14 clerical, or supporting personnel who are required to assist me of the terms of the
15 Stipulated Protective Order and to take steps to ensure their compliance with the
16 terms of the Stipulated Protective Order.

17 7. I understand that if I violate the provisions of the Stipulated
18 Protective Order, I will be in violation of a Court order and subject to sanctions or
19 other remedies that may be imposed by the Court and potentially liable in a civil
20 action or proceeding for damages.

21 8. I declare under penalty of perjury under the laws of the United States
22 of America that the foregoing is true and correct.

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24 Executed on _____. _____
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